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RECEIVED

AUG 17 2010

AT 8:30
WILLIAM T. WALSH
CLERK

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

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:
GP ACOUSTICS, INC. d/b/a KEF :
AMERICA, :
:
Plaintiff, : Civil Action No.
:
v. : 3:10-cv-00539-FLW-LHG
:
:
BRANDNAMEZ, LLC, d/b/a :
BRANDNAMEZ.COM and CONSUMER :
ELECTRONICS SUPERSTORE, :
:
Defendant. :
-----X

ORDER FOR JUDGMENT BY DEFAULT

THIS MATTER having been opened to the Court upon the request for entry of judgment by default filed on behalf of Plaintiff, GP Acoustics, Inc., d/b/a KEF America ("GP Acoustics"), by and through its counsel Wilentz, Goldman & Spitzer, P.A., and a Complaint and Summons having been filed and served upon Defendant Brandnamez, LLC, d/b/a Brandnamez.com and Consumer Electronics Superstore ("Defendant") in this action; and the Court having reviewed the Certification of

Service thereof; and the Court being satisfied that GP Acoustics took all reasonable and necessary steps to attempt to effectuate service on Defendant; and Defendant having accepted service and no Answer having been filed by the Defendant to the Complaint; and the Court having considered the Complaint and Affidavit of Michael J. Weisslitz, Esq. filed in support of the requested relief, *and the Court considering all papers pursuant to Fed. R. Civ. P. 72 and for the reasons stated in the Opinion of today's date,*

IT IS on this 17th day of August, 2010;

ORDERED that Judgment shall be, and hereby is, entered in favor of GP Acoustics and against Defendant enjoining Defendant from marketing, advertising, selling and/or supplying KEF® products, with costs; and it is further

ORDERED that Defendant is hereby enjoined from now or at any time in the future selling, reselling, offering to sell, transshipping, marketing, advertising or in any other way disseminating any KEF® products without the prior written consent of GP Acoustics; and it is further

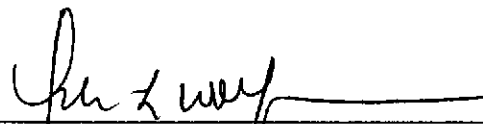
ORDERED that Defendant is hereby enjoined from now or at any time in the future displaying or using, either in electronic or printed media, any KEF® trademarks for any commercial purpose without the prior written authorization of GP Acoustics; and it is further

ORDERED that Defendant is hereby enjoined from now or at any time in the future displaying or reproducing, either in

electronic or printed media, any copyrighted materials owned by GP Acoustics for any commercial purpose without the prior written authorization of GP Acoustics; and it is further

ORDERED that Defendant is hereby enjoined from now or at any time in the future interfering with the contractual provisions of any Dealer Agreements with regard to any dealers authorized by GP Acoustics to sell and market KEF® products, including attempting to induce authorized dealers to transship or sell products for further resale; attempting to induce authorized dealers to solicit sales by phone, mail or electronic means; or attempting to induce authorized dealers to void the product warranty by removing serial number identification labels; ; and it is further

ORDERED that GP Acoustics shall provide a declaration of costs within seven (7) days of this Order.



Hon. Freda L. Wolfson, U.S.D.J.

Dated: ^{August}
~~June~~ 17, 2010